

State of Delaware

CRACK SEALER

Invitation to Bid

Contract No. GSS11618-CRACK_SEALER

July 5, 2011

- *Deadline to Respond -*
August 2, 2011
2:00 P.M. local time

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

CONTRACT NO. GSS11618-CRACK_SEALER

ALL BIDDERS:

The enclosed packet contains an "INVITATION TO BID" for Crack Sealer. The invitation consists of the following documents:

INVITATION TO BID - CONTRACT NO. GSS11618-CRACK_SEALER

- 1 DEFINITIONS and GENERAL PROVISIONS
- 2 SPECIAL PROVISIONS
- 3 TECHNICAL SPECIFICATIONS
- 4 BID QUOTATION REPLY SECTION
 - a. Attachment 1 - No Bid Reply Form
 - b. Attachment 2 - Non-Collusion Statement
 - c. Attachment 3 - Monthly Usage Report
 - d. Attachment 4 - Bid Page
 - e. Attachment 5 - Office of Minority and Women Business Enterprise Information

In order for your bid to be considered, the bid quotation reply section shall be executed completely and correctly and returned in a sealed envelope clearly displaying the contract number, by August 2, 2011, 2:00 p.m. local time

Bids shall be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901**

Please review and follow the information and instructions contained in the general and special provisions section of the invitation. Should you need additional information, please contact Contract Administration via e-mail at dot-ask@state.de.us or call 302-760-2031.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

GOVERNMENT SUPPORT SERVICES

DEFINITIONS
AND
GENERAL PROVISIONS

The attached Definitions and General Provisions apply to all contracts and are part of each invitation to bid. The requirement to furnish a bid bond and performance bond is applicable unless waived in the Special Provisions. Should the General Provisions conflict with the Special Provisions, the Special Provisions shall prevail. Bidders or their authorized representatives are required to fully acquaint themselves as to State procurement laws and regulations prior to submitting bid.

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DEFINITIONS

Whenever the following terms are used, their intent and meaning shall be interpreted as follows:

STATE: The State of Delaware

AGENCY: State Agency as noted on cover sheet.

DESIGNATED OFFICIAL: The agent authorized to act for the Agency.

BID INVITATION: The "bid invitation" or "invitation to bid" is a packet of material sent to vendors and consists of General Provisions, Special Provisions, specifications, and enclosures.

GENERAL PROVISIONS: General Provisions are instructions pertaining to contracts in general. They contain, in summary, requirements of laws of the State, policies of the Agency, and instructions to vendors.

SPECIAL PROVISIONS: Special Provisions are specific conditions or requirements peculiar to the contract under consideration and are supplemental to the General Provisions. Should the Special Provisions conflict with the General Provisions, the Special Provisions shall prevail.

BIDDER OR VENDOR: Any individual, firm, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

PROPOSAL: The offer of the bidder submitted on the approved form and setting forth the bidder's prices for performing the work or supplying the material or equipment described in the specifications.

SURETY: The corporate body which is bound with and for the contract, or which is liable, and which engages to be responsible for the contractor's payments of all debts pertaining to and for its acceptable performance of the work for which it has contracted.

BIDDER'S DEPOSIT: The security designated in the proposal to be furnished by the bidder as a guaranty of good faith to enter into a contract with the Agency if the work to be performed or the material or equipment to be furnished is awarded to the bidder.

CONTRACT: The written agreement covering the furnishing and delivery of material or work to be performed.

CONTRACTOR: Any individual, firm, or corporation with whom a contract is made by the Agency.

CONTRACT BOND: The approved form of security furnished by the contractors and its surety as a guaranty of good faith on the part of the contractor to execute the work in accordance with the terms of the contract.

SECTION A - GENERAL PROVISIONS

1. **BID INVITATION:**

See "Definitions".

2. **PROPOSAL FORMS:**

The invitation to bid shall contain pre-printed forms for use by the vendor in submitting its bid. The forms shall contain basic information such as description of the item and the estimated quantities and shall have blank spaces for use by the vendor for entering information such as unit bid price, total bid price, etc.

3. **INTERPRETATION OF ESTIMATES:**

- a. The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal form are to be considered to be approximate only and are given as a basis for the comparison of bids. The Agency may increase or decrease the amount of any item as may be deemed necessary or expedient, during the period of the contract.
- b. An increase or decrease in the quantity for any item is not sufficient ground for an increase or decrease in the unit price.

4. **SILENCE OF SPECIFICATIONS:**

The apparent silence of the specifications as to any detail, or the apparent omission from it of detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and only material and workmanship of the first quality are to be used. Proof of specifications compliance will be the responsibility of the vendor.

5. **EXAMINATION OF SPECIFICATIONS AND PROVISIONS:**

The bidder shall examine carefully the proposal and the contract forms for the material contemplated. The bidder shall investigate and satisfy itself as to the conditions to be encountered, quality and quantities of the material to be furnished, and the requirements of the Special Provisions and the contract. The submission of a proposal shall be conclusive evidence that the bidder has made examination of the aforementioned conditions.

6. **PREPARATION OF PROPOSAL:**

- a. The bidder's proposal shall be written in ink or typewritten on the form provided.
- b. If items are listed with a zero quantity, bidder shall state unit price **ONLY** (intended for open end purchases where estimated requirements are not known). The proposal shall show a total bid price for each item bid and the total bid price of the proposal excluding zero quantity items.

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7. **PRICES QUOTED:**

The prices quoted are those for which the material will be furnished F.O.B. Ordering Agency and include all charges that may be imposed during the period of the contract.

8. **DISCOUNT:**

No qualifying letter or statements in or attached to the proposal, or separate discounts will be considered in determining the low bid except as may be otherwise herein noted. Cash or separate discounts should be computed and incorporated into unit bid price(s).

9. **SAMPLES OR BROCHURES:**

Samples or brochures may be required by the agency for evaluation purposes. They shall be such as to permit the Agency to compare and determine if the item offered complies with the intent of the specifications.

10. **PROPOSAL GUARANTY; BID BOND:**

- a. Each bidder shall submit with its proposal a guaranty in sum equal to at least 10% of the total value of its bid, according to Delaware Code Title 29, Section 6927(a).
- b. This bid bond shall be submitted in the form of good and sufficient bond drawn upon an insurance or bonding company authorized to do business in the State of Delaware, to the State of Delaware for the benefit of the Agency, or a certified check drawn on a reputable banking institution and made payable to the Agency in the requirement amount. If Agency bond form is not utilized, the substituted bond forms must conform to the minimum of conditions specified in the Agency bond form.

11. **DELIVERY OF PROPOSALS:**

Proposals shall be delivered in sealed envelopes, and shall bear on the outside the name and address of the bidder as well as the designation of the contract. Proposals forwarded by U.S. Mail shall be sent first class to the address listed below. Proposals forwarded by delivery service other than the U.S. Mail or hand delivered must be delivered to the address listed below. All bids must clearly display the bid number on the envelope.

Delivery Service:
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901

U.S. Mail:
STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
PO Box 778
DOVER, DE 19903

All proposals will be accepted at the time and place set in the advertisement. Bidder bears the risk of delays in delivery. Proposals received after the time set for public opening will be returned unopened.

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12. **WITHDRAWAL OF PROPOSALS:**

A bidder may withdraw its proposal unopened after it has been deposited, if such a request is made prior to the time set for the opening of the proposal.

13. **PUBLIC OPENING OF PROPOSALS:**

The bids shall be publicly opened at the time and place specified by the Agency. Bidders or their authorized representatives are invited to be present.

14. **PUBLIC INSPECTION OF PROPOSALS:**

If the bidder designates a portion of its bid as confidential, it shall isolate and identify in writing the confidential portions. The bidder shall include with this designation a statement that explains and supports the firm's claim that the bid items identified as confidential contain trade secrets or other proprietary data.

15. **DISQUALIFICATION OF BIDDERS:**

Any one or more of the following causes may be considered as sufficient for the disqualification of a bidder and the rejection of its proposal or proposals:

- a. More than one proposal for the same contract from an individual, firm, or corporation under the same or different names.
- b. Evidence of collusion among bidders.
- c. Unsatisfactory performance record as evidenced by past experience.
- d. If the unit prices are obviously unbalanced either in excess or below reasonable cost analysis values.
- e. If there are any unauthorized additions, interlineation, conditional or alternate bids or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.
- f. Non-attendance of mandatory pre-bid meetings may be cause of disqualification.

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SECTION B - AWARD AND EXECUTION OF CONTRACT

1. **CONSIDERATION OF BIDS:**

- a. After the proposals have been opened, the bids will be tabulated and the results will be made available to the public. Tabulations of the bids will be based on the correct summation of items at the unit price bid.
- b. The right is reserved to waive technicalities, to reject any or all bids, or any portion thereof, to advertise for new proposals, to proceed to do the work otherwise, or to abandon the work, if in the judgment of the Agency or its agent, the best interest of the State will be promoted thereby.

2. **MATERIAL GUARANTY:**

Before any contract is awarded, the successful bidder may be required to furnish a complete statement of the origin, composition and manufacture of any or all of the material to be used in the contract together with such samples as may be requested for the purpose of testing.

3. **CONTRACT AWARD:**

Within thirty days from the date of opening proposals, the contract will be awarded or the proposals rejected.

4. **EXECUTION OF CONTRACT:**

- a. The bidder to whom the award is made shall execute a formal contract and bond within twenty days after date of official notice of the award of the contract.
- b. If the successful bidder fails to execute the required contract and bond, as aforesaid, within twenty days after the date of official notice of the award of the contract, its proposal guaranty shall immediately become forfeited as liquidated damages. Award will then be made to the next lowest qualified bidder of the work or re-advertised, as the Agency may decide.

5. **REQUIREMENT OF CONTRACT BOND:**

- a. Successful bidders shall furnish bond, simultaneously with the execution of the formal contract, to the State of Delaware for the benefit of the Agency with surety in the amount of 100% of the total contract award or as otherwise provided in the Special Provisions. Said bonds shall be conditioned upon the faithful performance of the contract.
- b. The bond forms shall be provided by the Agency and the surety shall be acceptable to the Agency.

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6. **WARRANTY:**

The successful bidder(s) shall be required to extend any policy guarantee usually offered to the general public, FEDERAL, STATE, COUNTY, or MUNICIPAL governments, on material in this contract against defective material, workmanship, and performance. See Special Provision 34 for additional warranty requirements.

7. **THE CONTRACT(S):**

The contract(s) with the successful bidder(s) will be executed with the Office of Management and Budget, Government Support Services section acting for all participating agencies.

8. **RETURN OF BIDDER'S DEPOSIT:**

The deposits shall be returned to the successful bidder upon the execution of the formal contract. The deposits of unsuccessful bidders shall be returned to them immediately upon the awarding of the contract or rejection of their bids.

9. **INFORMATION REQUIREMENT:**

The successful bidder's shall be required to advise the Office of Management and Budget, Government Support Services section of the gross amount of purchases made as a result of the contract.

10. **CONTRACT EXTENSION:**

The State reserves the right to extend this contract on a month-to-month basis for a period of up to three months.

11. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

12. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

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SECTION C - GENERAL

1. **AUTHORITY OF AGENCY:**

On all questions concerning the interpretation of specifications, the acceptability and quality of material furnished and/or work performed, the classification of material, the execution of the work, and the determination of payment due or to become due, the decision of the Agency shall be final and binding.

2. **LAWS TO BE OBSERVED:**

The contractor is presumed to know and shall strictly comply with all National, State, or County laws, and City or Town ordinances and regulations in any manner affecting the conduct of the work. The contractor shall indemnify and save harmless the State of Delaware, the Agency, and all Officers, Agency and Servants thereof against any claim or liability arising from or based upon the violation of any such laws, ordinances, regulations, orders, or decrees whether by itself or by its employees.

3. **PERMITS AND LICENSES:**

All necessary permits, licenses, insurance policies, etc. required by local, State or Federal laws, shall be provided by the contractor at its own expense.

4. **PATENTED DEVICES, MATERIAL AND PROCESSES:**

- a. The contractor shall provide for the use of any patented design, device, material, or process to be used or furnished under this contract by suitable legal agreement with the patentee or owner, and shall file a copy of this agreement with the Agency.
- b. The contractor and the surety shall hold and save harmless the State of Delaware, the Agency, the Director, their Officers or Agents from any and all claims because of the use of such patented design, device, material, or process in connection with the work agreed to be performed under this contract.

5. **EMERGENCY TERMINATION OF CONTRACT:**

- a. Due to restrictions which may be established by the United States Government on material, or work, a contract may be terminated by the cancellation of all or portions of the contract.
- b. In the event the contractor is unable to obtain the material required to complete the items of work included in the contract because of restrictions established by the United States Government and if, in the opinion of the Agency, it is impractical to substitute other available material, or the work cannot be completed within a reasonable time, the incomplete portions of the work may be cancelled, or the contract may be terminated.

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6. **TAX EXEMPTION:**

- a. Material covered by this proposal is exempt from all FEDERAL and STATE TAXES. Such taxes shall not be included in prices quoted.
- b. Any material which is to be incorporated in the work or any equipment required for the work contemplated in the proposal may be consigned to the Agency. If the shipping papers show clearly that any such material is so consigned, the shipment will be exempt from the tax on the transportation of property under provisions of Section 3475 (b) of the Internal Revenue Code, as amended by Public Law 180 (78th Congress). All transportation charges shall be paid by the contractor. Each bidder shall take its exemption into account in calculating its bid for its work.

7. **OR EQUAL (PRODUCTS BY NAME):**

Specifications of products by name are intended to be descriptive of quality or workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function, characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.

8. **BID EVALUATION AND AWARD:**

The Delaware Office of Management and Budget, Government Support Services section will award this contract to the lowest responsible bidder(s) which in their judgment best serves the interest of the State of Delaware in accordance with Delaware Code Title 29, Section 6923(k). Personnel with experience and technical background may be utilized by the Office of Management and Budget, Government Support Services section in making judgment. In case of error in price extension, the unit price(s) shall prevail.

9. **INVOICING:**

After the awards are made, the agencies participating in the bid may forward their purchase orders to the successful bidder(s) in accordance with State Purchasing Procedures. The State will generate a payment voucher upon receipt of an invoice from the vendor.

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SECTION D - EQUAL OPPORTUNITY

1. **EQUALITY OF EMPLOYMENT OPPORTUNITY ON PUBLIC WORKS:**

During the performance of any contract for public works financed in whole or in part by appropriation of the State of Delaware, the contractor agrees as follows:

- a. The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The contractor will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The contractor agrees to post in conspicuous places, notices to be provided by the contracting agency setting forth the provisions of this non-discrimination clause.
- b. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.
- c. The term "contractor for public works" means construction, reconstruction, demolition, alteration, and/or repair work, maintenance work, and paid for in whole or in part out of the funds of a public body except work performed under a vocational rehabilitation program. The manufacture or furnishing of materials, articles, supplies or equipment is not a public work within the meaning of this subsection unless conducted in connection with and at the site of the public work.

Revised 7/1/2009

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CONTRACT NO. GSS11618-CRACK_SEALER
Crack Sealer
SPECIAL PROVISIONS

1. **CONTRACT REQUIREMENTS:**

This contract will be issued to cover the Crack Sealer requirements for all State Agencies and shall be accessible to any School District, Political Subdivision, or Volunteer Fire Company.

2. **MANDATORY USE CONTRACT:**

REF: Title 29, Chapter 6911(d) Delaware Code. All Covered Agencies as defined in 29 Del. C. §6902(6) shall procure all material, equipment and nonprofessional services through the statewide contracts administered by Government Support Services, Office of Management and Budget. Delaware State University, Delaware Technical and Community College, school districts, and the Legislative Branch are specifically exempted from the requirements of this subchapter. In addition, the Delaware Transit Corporation is exempt from the entire procurement chapter. Pursuant to 29 Del. C. §6904(l) and (n) respectively, the Department of Elections and the Board of Pension Trustees have certain exemptions from the procurement chapter which may or may not apply to this Invitation to Bid.

3. **CONTRACT PERIOD:**

Each vendor's contract shall be valid upon contract execution through December 31, 2013. Each contract may be renewed for three (3) additional one year extensions through negotiation between the contractor and the Office of Management and Budget, Government Support Services. Negotiation must be initiated no later than ninety (90) days prior to the termination of the current agreement.

4. **PRICES:**

Prices shall remain firm for each term of the contract.

5. **PRICE ADJUSTMENT:**

For the second and each succeeding term, the Office of Management and Budget, Government Support Services shall have the option of offering a determined price adjustment and shall not exceed the current Philadelphia All Urban Consumers Price Index (CPI-U), U.S. City Average. If the CPI-U is used, any increase/decrease shall reflect the change during the previous published twelve (12) month period at the time of renegotiation.

6. **SHIPPING TERMS:**

F.O.B. destination; freight pre-paid.

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7. **QUANTITIES:**

The attention of bidders is called to the fact that, unless stated otherwise, the quantities given in the proposal are best estimates and are given as a basis for the comparison of bids. Quantities ordered may be increased or decreased by any eligible agency as deemed necessary during the period of the contract.

8. **FUNDING OUT:**

The continuation of this contract is contingent upon funding appropriated by the legislature.

9. **BID BOND REQUIREMENT:**

Bid Bond Waived.

10. **PERFORMANCE BOND REQUIREMENT:**

Performance Bond Waived

11. **MANDATORY INSURANCE REQUIREMENTS:**

Certificate of Insurance and/or copies of insurance policies for the following:

1. As a part of the contract requirements, the contractor must obtain at its own cost and expense and keep in force and effect during the term of this contract, including all extensions, the minimum coverage limits specified below with a carrier satisfactory to the State. All contractors must carry Comprehensive General Liability and at least one of the other coverages depending on the type of service or product being delivered.
 - a. Comprehensive General Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
and
 - b. Medical/Professional Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
or
 - c. Miscellaneous Errors and Omissions - \$1,000,000.00 per person/\$3,000,000 per occurrence.
or
 - d. Product Liability - \$1,000,000.00 per person/\$3,000,000 per occurrence.
2. Automotive Liability Insurance covering all automotive units used in the work with limits of not less than \$100,000 each person and \$300,000 each accident as to bodily injury and \$25,000 as to property damage to others.
3. Forty-five (45) days written notice of cancellation or material change of any policies is required.

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Office of Management and Budget
Government Support Services

Contract Administrator, dot-ask@state.de.us
Contract No. GSS11618-CRACK_SEALER
State of Delaware
Department Of Transportation
PO Box 778
DOVER, DE 19903
FAX: 302-739-2254

Note: The State of Delaware shall not be named as an additional insured

12. **BASIS OF AWARD:**

The Office of Management and Budget, Government Support Services shall award this contract to the lowest responsible and responsive bidder(s) who best meets the terms and conditions of the bid. The award will be made on basis of price, product evaluation, and prior history of service and capability.

The Office of Management and Budget, Government Support Services reserves the right to reject any or all bids in whole or in part, to make multiple awards, partial awards, award by types, item by item, or lump sum total, whichever may be most advantageous to the State of Delaware.

13. **STATE OF DELAWARE BUSINESS LICENSE:**

Prior to receiving an award, the successful vendor shall either furnish the Office of Management and Budget, Government Support Services with proof of State of Delaware Business Licensure or initiate the process of application where required. An application may be requested in writing to: Division of Revenue, Carvel State Building, P.O. Box 8750, 820 N. French Street, Wilmington, DE 19899 or by telephone to one of the following numbers: (302) 577-8201 - Public Service, (302) 577-8205 - Licensing Department.

Information regarding the award of this contract will be given to the Division of Revenue. Failure to comply with the State of Delaware licensing requirements may subject your organization to applicable fines and/or interest penalties.

14. **HOLD HARMLESS:**

The successful bidder agrees that it shall indemnify and hold the State of Delaware and all its agencies harmless from and against any and all claims for injury, loss of life, or damage to or loss of use of property caused or alleged to be caused, by acts or omissions of the successful bidder, its employees, and invitees on or about the premises and which arise out of the successful bidder's performance, or failure to perform as specified in the Agreement.

15. **OWNERSHIP OF INTELLECTUAL PROPERTY:**

All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the State of Delaware. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the State to evidence the State's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

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16. **NON-PERFORMANCE:**

In the event the vendor does not fulfill its obligations under the terms and conditions of this contract, the ordering agency may purchase equivalent product on the open market. Any difference in cost between the contract prices herein and the price of open market product shall be the responsibility of the vendor. Under no circumstances shall monies be due the vendor in the event open market products can be obtained below contract cost. Any monies charged to the vendor may be deducted from an open invoice.

17. **FORCE MAJEURE:**

Neither the vendor nor the ordering agency shall be held liable for non-performance under the terms and conditions of this contract due, but not limited to, government restriction, strike, flood, fire, or unforeseen catastrophe beyond either party's control. Each party shall notify the other in writing of any situation that may prevent performance under the terms and conditions of this contract.

18. **CONTRACTOR NON-ENTITLEMENT:**

State of Delaware Contractors for Materiel and for Services shall not have legal entitlement to, nor seek business from another Contractors' Central Contract. Additionally, they shall not utilize other Central Contracts to fulfill the requirements of their respective contract as they are not a "Covered Agency" as defined by Title 29 Chapter 69 of the State Procurement Code.

19. **EXCEPTIONS:**

Bidders may elect to take minor exception to the terms and conditions of this ITB. The Delaware Department of Transportation / Contract Administration shall evaluate each exception according to the intent of the terms and conditions contained herein, but must reject exceptions that do not conform to State bid law and/or create inequality in the treatment of bidders. Exceptions shall be considered only if they are submitted with the bid or before the date and time of the bid opening.

20. **MANDATORY USAGE REPORT:**

One of the primary goals in administering this contract is to keep accurate records regarding its actual value. This information is essential in order to update the contents of the contract and to establish proper bonding levels if they are required. The integrity of future contracts revolves around our ability to convey accurate and realistic information to all interested bidders.

A report shall be furnished by the successful contractor **MONTHLY Electronically in Excel format** detailing the purchasing of all items on this contract. The format to be followed is described herein and shall be filed within fifteen (15) days after the end of each reporting period. Any exception to this mandatory requirement may result in cancellation of the award. Failure to provide the report with the minimum required information may also negate any contract extension clauses. Additionally, contractors who are determined to be in default of this mandatory report requirement may have such conduct considered against them, in assessment of responsibility, in the evaluation of future proposals. Vendors not having activity during a specific reporting period, shall reply with a "no activity" if there is no activity during the reporting period.

The report shall be submitted electronically in EXCEL and sent as an attachment to dot-ask@state.de.us. It shall contain the six-digit department and organization code.

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21. **BUSINESS REFERENCES:**

In order to have your bid considered, please supply three (3) business references consisting of current or previous customers with your reply. Please include name, address, telephone number, and a contact person.

22. **ORDERING PROCEDURE:**

Successful contractors are required to have either a local telephone number within the (302) area code, a toll free (800) number, or agree to accept collect calls. Each agency is responsible for placing their orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

23. **BILLING:**

The successful vendor is required to "Bill as Shipped" to the respective ordering agency(s). Ordering agencies shall provide contract number, ship to and bill to address, contact name and phone number.

24. **PAYMENT:**

The agencies or school districts involved will authorize and process for payment each invoice within thirty (30) days after the date of receipt of a correct invoice. The contractor or vendor must accept full payment by procurement (credit) card and/or conventional check and/or other electronic means at the State's option, without imposing any additional fees, costs or conditions.

25. **PRODUCT SUBSTITUTION:**

All items delivered during the life of the contract shall be of the same type and manufacture as specified or accepted as part of the bid proposal unless specific approval is given by the Office of Management and Budget, Government Support Services to do otherwise. However, awarded vendors are highly encouraged to offer any like substitute product (s); either generic or brand name, at any time during the subsequent contract term, especially if an opportunity for cost savings to the state exists. In such cases, the state may require the submission of written specifications and/or product samples for evaluation prior to any approvals being granted.

26. **BID/CONTRACT EXECUTION:**

Both the non-collusion statement that is enclosed with this Invitation to Bid and the contract form delivered to the successful bidder for signature **shall** be executed by a representative who has the legal capacity to enter the organization into a formal contract with the State of Delaware, Department of Transportation / Contract Administration. The awarded vendor(s) will be required to complete the new W-9 Form by visiting the Division of Accounting's Website: <http://accounting.delaware.gov> .

27. **CONTRACTOR RESPONSIBILITY:**

The State will enter into a contract with the successful contractor. The successful contractor shall be responsible for all products and services as required by this ITB. Subcontractors, if any, shall be clearly identified in the financial proposal.

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28. **PERSONNEL:**

- a. The Contractor represents that they have, or will secure at their own expense, all personnel required to perform the services required under this contract.
- b. All of the services required hereunder shall be performed by the Contractor or under its direct supervision, and all personnel, including subcontractors, engaged in the work shall be fully qualified and shall be authorized under State and local law to perform such services.
- c. None of the work or services covered by this contract shall be subcontracted without the prior written approval of the State.

29. **LIFE CYCLE COSTING:**

If applicable, the specifications contained within this ITB have been developed through Life Cycle Cost Analysis that will allow the State to realize the lowest total cost of ownership and operation over the useful life of the equipment.

30. **ENERGY STAR PRODUCTS:**

The contractor **must** provide products that earn the ENERGY STAR rating and meet the ENERGY STAR specifications for energy efficiency. The offeror is encouraged to visit www.energystar.gov for complete product specifications and updated lists of qualifying products.

31. **TERMINATION FOR CONVENIENCE:**

Contracts shall remain in effect for the time period and quantity specified unless the contract is terminated by the State. The State may terminate the contract at any time by giving written notice of such termination and specifying the effective date thereof, at least sixty (60) days before the effective date of termination.

32. **TERMINATION FOR CAUSE:**

If, for any reasons, or through any cause, the Contractor fails to fulfill in timely and proper manner its obligations under this Contract, or if the Contractor violates any of the covenants, agreements, or stipulations of this Contract, the State shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least 5 days before the effective date of such termination. In that event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports or other material prepared by the Contractor under this Contract shall, at the option of the State, become its property, and the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents and other materials which is usable to the State.

33. **VENDOR EMERGENCY RESPONSE POINT OF CONTACT:**

The awarded vendor(s) shall provide the name(s), telephone, or cell phone number(s) of those individuals who can be contacted twenty four (24) hours a day, seven (7) days a week to meet a critical need for commodities or services when the Governor of the State of Delaware declares a state of emergency under the current Delaware Emergency Operations Plan. Failure to provide this information could render the bid as non-responsive.

STATE OF DELAWARE
Office of Management and Budget
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34. **WARRANTY REQUIREMENTS**

The successful bidder shall extend to the ordering Agency a policy guarantee on parts, equipment, and services, against defective material and workmanship for a period of two (2) years from date of unit acceptance. Any item which is normally covered by the warranty policy but is determined to have been damaged through misuse or operator neglect will be exempt from coverage. In cases where items that are excluded from coverage under this warranty policy but are covered by a manufacturer's policy, the manufacturer's policy will be provided to the Agency.

1. Warranty period shall begin after the unit(s) has been inspected by Agency personnel and found to be totally in compliance with the terms, conditions and specifications of this contract, and accepted.
2. If any part of the unit is normally covered by a warranty policy for more than two (2) years, the full period of warranty policy will be provided to the ordering Agency.
3. When warranty work is required, the ordering Agency will notify the successful bidder and/or their designated maintenance facility. All warranty work shall be performed in the ordering Agency's district facility to which the equipment is assigned, at no additional cost to the Agency, unless the nature of the work dictates the use of a specialized facility. In such cases, the vendor will provide all necessary transportation both to and from the specialized facility or bidder's location.
4. The successful bidder shall comply with the manufacturer's warranty or authorize a qualified dealer in the locality in which the unit is assigned to do whatever is required to comply with the manufacturer's warranty without cost to the Agency.
5. Upon notification that warranty work is required, the successful bidder will be required to begin necessary repairs and/or adjustment within three (3) working days. The necessary work will be accomplished as expeditiously as possible, however, in no case shall it exceed the authorized time standard established by the manufacturer plus an additional three (3) working days for scheduling, unless parts are required. If parts are required, ten (10) working days, in addition to the time indicated above, will be allowed for their procurement. If the ordering Agency agrees to additional time for warranty work, it must be documented prior to the occurrence.

35. **REPAIR PARTS**

The successful bidder shall supply the ordering Agency with a complete parts list of all major components installed on equipment supplied to the Agency. Parts information shall be provided and shall include the manufacturer's name, part number, model number, description, etc. Additionally, provide a list of the suggested minimum stocked parts which should be kept on hand. The bidder will be required to provide repair parts to the ordering Agency within five (5) working days after receipt of either a verbal, telephone or mail order for a period of ten (10) years from date of delivery.

36. **ELECTRONIC CATALOG:**

The successful vendor(s) may be required to submit their items list in electronic format designated by the State.

Note: The State of Delaware is in the process of implementing a new financials system, which will require the use of:

STATE OF DELAWARE
Office of Management and Budget
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- Electronic catalogs
- Commodity/classification code: United Nations Standard Products and Services Code (UNSPSC).
- A unique item ID for all items in our system

The state has made the determination to include the requirement in this contract for two reasons:

1. To find out what vendors can offer.
2. To give the agencies and school districts a level of comfort in using electronic catalogs.

37. **SUBSEQUENT NEEDS**

There is the possibility of subsequent need of same or similar products by eligible covered Agencies during the contract period. Such needs will be communicated to the awarded vendor(s) for quotation with all terms and conditions of the contract being applicable.

CRACK SEALER
TECHNICAL SPECIFICATIONS

INTENT AND PURPOSE:

It is the intent and purpose of these specifications to describe a **Material Heating Tank and Applicator With Built-In Air Compressor** to be used as a crack sealing unit. The unit proposed shall be diesel powered with a diesel fueled heating unit with an air compressor powered by the same unit.

All components necessary to make a complete operating unit shall be provided even if not identified in these specifications. Bidders must submit with their bid complete specifications on the unit they propose to furnish. These specifications shall indicate minimum requirements, including components, accessories and safety features considered standard.

Unit(s) delivered shall be current year production model, new. Unit proposed shall comply with all applicable Federal, State, Department of Transportation, EPA, CARB, and O.S.H.A. regulations.

Prior to delivery, the unit shall be:

- a. Complete with accessories and equipment properly installed and operative.
- b. Clean, lubricated and serviced, ready for immediate use.
- c. Provide a copy of the Manufacturer's Service and Warranty Policy with all warranty certifications vouchers, certifications or coupons and line-setting tickets.
- d. Protected to -34 degrees (F) with permanent, long life anti-freeze.

1. REQUIRED SAFETY FEATURES:

- 1.1 The unit shall have a safety shut-off on the lid that automatically stops agitator when the lid is opened.
- 1.2 The applicator wand shall be equipped with an automatic shut-off feature that will stop flow of sealant when the handle is released or dropped.
- 1.3 The sealant line pressure shall automatically cease when the sealant flow is stopped. There shall be no valves in the line to allow interruption of sealant flow from the pump to the wand end.

2. SEALANT TANK:

- 2.1 Heating Tank, shall have a minimum capacity of 125 gallons at ambient temperature.
 - a. Tank jacket shall wrap around 100% of the outside area of the circular material tank and bottom and allow for complete circulation of the heated transfer oil.
 - b. Tank and jacket shall be made of 3/16" (minimum) rolled sheet steel.
 - c. There shall be one (1) plug to allow the entire heat transfer oil system to be drained.
- 2.2 Tank Opening, shall be a low profile angled lid opening for loading at the top of the material tank and shall be located on the curbside of the machine for operator safety.

- a. The loading height shall not exceed 60" from ground, maximum. The opening shall have a minimum of 250 square inches, while not exceeding 275 square inches.
 - b. The lid shall be hinged with locking pin and be splash-proof.
- 2.3 Insulation, of the heating tank shall be insulated with a minimum of 1-inch thick high temperature ceramic insulation and covered by a 22 gauge (minimum) steel outer wrapper.
- NOTE:** fiberglass or rock wool insulation is not acceptable due to moisture retention.
- 2.4 Agitation, sealant material shall be mixed by a hydraulically driven, full sweep vertical agitator with two opposing horizontal paddles and vertical risers attached to the ends.
- a. Hot material shall stay in the lower area of the tank and does not get splashed or thrown to the upper areas of the tank.
 - b. The agitator shall rotate in both directions. For safety, the agitator shall shut off automatically when the loading hatch is opened.
- 2.5 Sealant Hose and Applicator Wand, shall be heated by low voltage electric current and are temperature regulated.
- a. The hose shall be specifically manufactured for handling liquid asphalt products up to 500 degree F at 500 psi working pressure.
 - b. Hose shall be a minimum of 18 ft in length. For maximum operator safety it shall be made of stainless steel braid with a 3/4 inch inside diameter and shall be Teflon lined.
 - c. Hose shall be heavily insulated to prevent hot material from leaking out.
 - d. Hose diameter shall be a maximum of 2 1/4 inch.
 - e. The hose shall be wrapped with a minimum of three (3) electrical wires with thermal ends. The wires shall be capable of heating the hose to 400 degrees in a minimum of 45 minutes and have variable temperature control capability.
 - f. The hand wand shall be constructed of steel with sufficient strength to withstand normal day to day operation.
 - g. Material flow is controlled by a trigger switch. The connection between the wand and hose shall be through a 360 degree swivel.
- 2.6 Boom Arm, shall support the hose by a 6 ft. boom, which swivels side to side on dual pillow block bearings. The boom is centered at the rear of the machine.

3. SEALANT PUMPING:

- 3.1 Bi-Directional Variable Speed Pumping Unit, shall be a hardened steel gear pump located in the center of the material tank attached to the bottom of the tank.
- a. Pumping of the material is controlled by a switch on the hand wand and output is controlled hydraulically.

- b. The pump and agitator drive shaft stands vertically attached to two (2) motors on the top surface of the tank.
 - c. One motor rotates an axial tube having radial mixing blades at the chamber bottom.
 - d. The second motor drives a coaxial shaft running through the tube to the pump.
 - e. Sealant pumping shall be on demand. When pumping stops, all line pressure and sealant flow shall stop.
- 3.2 Active Pump Protection, shall be completely encircled by a protective screen. The screen shall not allow anything larger than 1/2 inch in size to pass from the sealant tank into the pump suction port.
- a. The screen shall continuously rotate 360 degrees around the pump whenever the sealant agitator is engaged. The active screen shall protect the pump from foreign object damage and will self-clean as it rotates around the sealant pump and suction port.
- 3.3 Drive And Drive Controls, for motive force to the agitator and material pump shall be hydraulic motors driven by a single hydraulic pump.
- a. The drive controls governing the rotational speed of the agitator and material pump shall be controlled by adjustable hydraulic valves.
 - b. The drive controls governing the speed of the material pump shall be controlled electronically from the rear of the machine.
 - c. The material pump will have infinite speed control and is electrically actuated by a toggle switch on the control panel or a switch on the hand wand. Material pump can be reversed as required.
- 3.4 Hydraulic System, shall incorporate a single hydraulic pump to power the agitation and pumping system.
- a. All valves shall be solenoid operated by toggle switch and wand handle switch.
 - b. The controls shall allow for bi-directional operation of the sealant pump.
 - c. A flow control valve shall be mounted on the rear of the unit to allow the operator to adjust the pump operation speed.
 - d. The minimum 32 gallon hydraulic tank shall be equipped with a internal 10-micron full flow filter. The filter shall be equipped with a restriction indicator to indicate the need for service.
 - e. A sight gauge level indicator with a thermometer to measure oil temperature shall be mounted on the tank and located where it is easily viewed.

4. HOT OIL HEATING SYSTEM:

- 4.1 Integrated Control System, shall have electronic thermostat controls that will automatically regulate hot oil, material and hose temperatures and in turn display these temperatures on digital readouts.
- a. The controls shall operate at temperature ranges needed for proper applications of sealant. They shall be activated by a single power switch, which will then turn on the agitator and pump at the proper time by use of interlocks.

- b. The interlock for the agitation system shall not allow the agitator to be activated until the material temperature reaches a minimum of 275 degrees and the interlock for the pumping system shall not allow the pump to be activated until the hose temperature reaches 325 degrees.
 - c. All controls shall be contained in a single weatherproof control box. This control box shall also contain the engine ignition controls, hour meter and any engine gauges.
- 4.2 Heating System, shall be heated by one 12-volt, 250,000 BTU high efficiency forced air diesel fired burner directly at the bottom of the heat transfer oil tank.
- a. The total area exposed to the burner shall be a minimum of 5,244 square inches.
 - b. The material tank shall have a minimum of 4,267 square inches of contact with the heat transfer oil. This provides for a melt rate of 1,000 pounds per hour.
- 4.3 Ignition of Burner, shall be lit by a constant duty high voltage transformer powering an electric spark igniter.
- a. This igniter shall work in conjunction with a sensor that detects a lack of burn or ignition and shuts down the fuel supply.
 - b. The thermostat control is located on the curbside of the machine for operator safety.

5. POWER UNIT:

- 5.1 Engine, shall be industrial diesel type, water cooled, electric start, rain-proof muffler(s) and engine cover.
- 5.2 Minimum of 33 hp @ 3000 RPM, minimum of 91 cubic inch.
- 5.3 Engine shall have low oil pressure and high temperature shut down.
- 5.4 Oil filter and fuel filter shall be manufacturer's standard equipment.
- 5.5 12 volt, heavy duty system, (to operate all electrical components).

6. AIR COMPRESSOR:

- 6.1 Shall be equipped with a 53.8 cfm (minimum) Rotary Vane Air Compressor.
 - a. The compressor shall be driven hydraulically and the air pressure is controlled by a continual intake valve modulation which adjusts the air flow to increase or decrease depending on demands.
 - b. Compressor shall have a integral oil cooler to maintain proper oil temperature, along with high temperature shutdown switch.
 - c. The unit shall be equipped with a self-contained air to oil hydraulic cooler with an electric switch to turn on/off the cooling fan.
 - d. Noise level shall not be more than 78 Dba.

7. FUEL CAPACITY:

7.1 Shall be a minimum of 32 gallons diesel fuel for operation of entire unit. The fuel tank shall have a fuel gauge or fuel level indication in a steel cover.

8. TRAILER AND FRAME:

8.1 Shall be designed for a load of 6,500 pounds minimum.

- a. The trailer shall be towed by a pintle hook ring with an adjustable face plate so that the pintle height can be moved up and down.
- b. The trailer shall have two (2) stop, tail and turn lights, LED, and license plate bracket, also reflectors necessary to meet the Delaware Motor Vehicle requirements.
- c. The trailer light plug shall be a seven pin commercial plug.
- d. One (1) Tool Box for storage of small tools, spare nozzle tips, spare parts, gloves, etc.
- e. Axles, minimum two (2), with ST 205/75R14 tires (load range C) minimum.

8.2 The unit shall have a Pivotal Crane Assembly mounted, capable of supporting up to 1,000 pounds minimum.

8.3 The pivotal crane shall be equipped with a ball bearing push trolley for smooth rolling, and pressure lube fittings.

8.4 The hand chain hoist shall be a compact steel frame design capable of lifting up to 1,000 pounds. The hoist shall be furnished with hardened steel link load chain and a forged latched swivel hook.

8.5 The pivotal crane assembly shall rotate 360 degrees.

9. BRAKES:

Shall be electric with break-away switch.

10. TONGUE JACK:

Shall be a minimum 6500 lb. capacity, side-mounted, top wind, swivel jack, with base plate. Jack shall be side mounted and swing away for ground clearance while towing.

11. TONGUE HITCH:

Shall be from 16" to 32" measured from ground level to center line of hitch.

12. The hitch coupler shall be 3" ID pintle eye with a bolt on base plate.

13. SAFETY CHAINS:

Shall be two (2) each 3/8" x 48" (minimum) long high-test chain with a combined working load limit of 10,800 pounds and with chain shackles.

14. PAINT:

Standard manufacturer's color. Paint film shall be a minimum of four (4) mils thick, including primer coat.

15. SAFETY EQUIPMENT:

15.1 Extinguisher:

One (1), 10-pound type ABC extinguisher shall be mounted on the operator control side of the unit.

15.2 Burn Kit:

One (1), Water-Jel Burn Kit No. Tag 1601, or approved equal, shall be provided.

16. HOT COMPRESSES AIR LANCE:

16.1 The Hot Compressed Air Lance (HCAL) shall be constructed of high strength stainless steel and steel.

16.2 The HCAL shall be capable of producing flameless hot air at temperatures ranging from 400 degrees up to 2600 degrees Fahrenheit.

16.3 The main burner tube shall be constructed of 2.5" O.D. x .065" minimum thickness 316 stainless steel tubing.

16.4 Tube shall have 316 stainless steel rings attached to the outside of the burner tube to act as both a guard and cooling rings. All line tubes are constructed of 316 stainless steel tubing.

16.5 The handle shall be constructed of 304 stainless steel tubing.

16.6 The mixer block shall be constructed of high strength steel and zinc plated measuring 1.5" x 1.25" x 3" minimum.

16.7 The burner base shall be constructed of high strength steel and zinc plated.

16.8 The lance shall be equipped with a stainless steel wheel kit that attaches via a U-bolt fitting.

16.9 The wheel kit shall be constructed of 11 gauge (1/8" thick) steel. It shall be a square dimension with measurements of 10 3/4" x 9 3/4". The unit shall have two (2) 3/8" thick steel wheels. The wheel kit shall include a 1/8" expanded metal debris shield to deflect debris from operator.

17. AIR:

17.1 The HCAL shall have a 3/8" U.L. approved rubber composite, industrial, nylon reinforced hose with a working pressure of 250 psi and a length of 40 feet.

17.2 The neck of the hose shall include a protective sleeve to cover the hose to reduce flexing in the line.

17.3 Unit shall have a air filtration system.

18. LP GAS:

18.1 The LP gas hose shall be a U.L. approved 1/4" LP rated rubber composite, industrial, nylon reinforced hose with a working pressure of 350 p.s.i. and a length of 40 feet.

- 18.2 Both the air hose and LP gas hose shall be joined together by a nylon spiral abrasion resistant hose wrap to help reduce wear.
- 18.3 LP system shall have LP Gas regulator and propane tank mounting bracket.
- 18.4 The HCAL shall use vapor propane supplied from a U.L. approved tank, at pressures between 5 to 30 psi.

19. CONTROLS:

- 19.1 The HCAL shall be equipped with two (2) separate valves to control exit air velocity and combustion mixture.
- 19.2 The fuel and compressed air shall be mixed only at the point of combustion in an unrestricted burner tube.
- 19.3 The burner shall be constructed so that all fuel has completed combustion before exiting the burner tube.
- 19.4 The exit air tube shall have a stainless steel orifice tip attached to the end for increased air velocity.
- 19.5 The heated air temperatures exiting the main burner tube shall be able to reach temperatures from 400 degrees to 2600 degrees.
- 19.6 Both burner air and the exit air shall be controlled by 1/4" ball valve to adjust the air pressure from 75 psi to 185 psi minimum.
- 19.7 The propane tube shall be equipped with an 1/8" bronze needle valve to regulate gas flow.

20. PAVEMENT CUTTER (ROUTER):

- 20.1 The pavement cutter shall be of the manufacturer's current model, year, production and meet EPA standards.

21. FRAME AND ENGINE:

- 21.1 The frame shall have two (2) axles attached on either side of the frame assembly in line with the cutter head. Attached to the axles, shall be two (2) pneumatic tires with tapered bearings.
- 21.2 The unit shall have a V-twin engine, 25 HP minimum at 3600 RPM.
- 21.3 The engine shall have a full flow oil filter and oil cooler.
- 21.4 A dual element air cleaner shall be installed on the engine. A Donaldson, or approved equal, air cleaner with precleaner shall be installed. A air cleaner indicator shall be installed between the two (2) filtration systems.

22. CUTTER HEAD:

- 22.1 The cutter head shall be mounted on a drive shaft having a minimum diameter of 1 3/4" and is fastened with a minimum of two (2) hex head cap screws in conjunction with a minimum 3/8" x 4" key.
- 22.2 The cutter head drive shaft shall be mounted by means of two (2) self-aligning ball bearings.

- 22.3 The cutter head shall accommodate a minimum of six (6) eight-tooth carbide tipped cutters. These cutters shall be equally spaced on the cutter head and revolve on the hardened pins of a length that permits the use of spacers. By rearranging the spacers, the cut width can be varied from 1/2" to 2" wide.
- 22.4 The cutter head shall be housed in a steel housing capable of containing the cutter assembly and cover 80% of the total surface area.
- 22.5 The driving force from the engine to the cutter head shall be transmitted through a clutch and twin grooved sheaves and twin matched "V" belts covered with a removable metal guard ventilated to prevent upward suction of pavement debris.
- 22.6 The entire assembly of engine, cutter head, cutter head housing and all other part assemblies shall be mounted on a heavy steel frame, electric welded through 100% of the metal thickness at each joint.
- 22.7 The cutter head and its protective housing shall be able to raise and lower a minimum of four inches by means of an electric lineal actuator operated by a fingertip control switch mounted on the operator handle.
- 22.8 The cutter head shall be in a central location to the frame.

23. CLUTCH:

- 23.1 An electric clutch shall be mounted on the engine in such a manner as to stop the cutter head on demand without stopping the engine.
- 23.2 The clutch switch shall be located on the handle.

24. SAFETY SHIELDS:

- 24.1 There shall be safety chain guards and flexible rubber guards surrounding the front and sides of the cutter head housing in order to protect the surrounding areas from debris.

25. DRAG PLATE:

- 25.1 The pavement cutter shall be equipped with a replaceable drag plate mounted at the rear of the cutter head housing in order to facilitate stopping of the unit as well as to control the speed during operation.

26. BATTERY:

- 26.1 The unit shall be equipped with a heavy duty 12-volt battery capable of starting the engine and operating the clutch and actuator.
- 26.2 The battery shall also be housed in a fully enclosed box that is weather resistant and heavy duty with a locking device.

27. FUEL TANK:

- 27.1 The unit shall be equipped with a six-gallon minimum gasoline tank. The tank shall be strapped to the frame.
- 27.2 The tank shall also be manufactured from unbreakable, shatterproof, non-metallic materials.

28. CUTTERS:

- 28.1 The unit shall be supplied with pins, spacers and a complete set of carbide cutters.
- 28.2 A depth control gauge shall be supplied on the unit allowing for a maximum depth of 2" cut.

29. MANUALS AND TAPES:

- 29.1 Operator's Repair Parts and Shop Repair Manuals or CD ROMS shall be provided for all components.
- 29.2 One set of shop service, repair, user troubleshooting and parts manuals, CD ROM or username and password for manufacture's web site covering the equipment year, make and model.

30. TRAINING:

- 30.1 The successful bidder shall arrange with the manufacturer to conduct a minimum of five (5) hours of operation, preventive maintenance and service instruction. This instruction shall be conducted at a location to be designated by the Department within four (4) weeks after delivery of the complete unit. If required, training shall be performed at each District (up to four (4) locations). Operator training shall consist of the following at a minimum: Operator maintenance, adjustments, and how to use the full capabilities of the equipment as well as its safe and effective operation. In addition, you shall provide mechanical training on basic operation of the equipment, adjustments, preventive maintenance and repair.
- 30.2 One (1) operator training VHS videos or DVD. DVD is preferred. This operator training video shall cover operator inspection, operator minor maintenance, adjustments and how to operate equipment.
- 30.3 The successful bidder shall be contacted by the Department personnel to arrange the specific areas to be covered. However, for planning purposes, scheduled servicing, trouble shooting of the various systems and suggested preventive maintenance should be considered.

STATE OF DELAWARE
Office of Management and Budget
Government Support Services

BID QUOTATION REPLY SECTION

CONTRACT NO. GSS11618-CRACK_SEALER

Crack Sealer

Please fill out the attached forms fully and completely and return with your bid in a sealed envelope clearly displaying the contract number to the Department of Transportation / Contract Administration by August 2, 2011, 2:00 p.m. local time at which time bids will be opened.

Bids shall be submitted to:

**STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901**

PUBLIC BID OPENINGS

The public bid opening insures the citizens of Delaware that contracts are being bid fairly on a competitive basis and comply with Delaware procurement laws. The agency conducting the opening is required by law to publicly open the bids at the time and place specified and the contract shall be awarded within thirty (30) days thereafter. The main purpose of the bid opening is to reveal the name(s) of the bidders(s), not to serve as a forum for determining the apparent low bidders. The disclosure of additional information, including prices, shall be at the discretion of the contracting agency until such time that the responsiveness of each bid has been determined.

After receipt of a fully executed contract(s), the Delaware public and all bidders are invited to make an appointment with the contracting officer in order to review pricing and other non-confidential information.

ATTACHMENT 1

STATE OF DELAWARE
DEPARTMENT OF TRANSPORTATION
CONTRACT ADMINISTRATION
800 BAY ROAD
DOVER, DE 19901

NO BID REPLY FORM

BID # **GSS11618-CRACK_SEALER**

BID TITLE: **Crack Sealer**

To assist us in obtaining good competition on our Request for Bids, we ask that each firm that has received an invitation, but does not wish to bid, state their reason(s) below and return in a clearly marked envelope displaying the contract number. This information will not preclude receipt of future invitations unless you request removal from the Bidder's List by so indicating below, or do not return this form or bona fide bid.

Unfortunately, we must offer a "No Bid" at this time because:

_____ 1. We do not wish to participate in the bid process.

_____ 2. We do not wish to bid under the terms and conditions of the Request for Bid document. Our objections are:

_____ 3. We do not feel we can be competitive.

_____ 4. We cannot submit a Bid because of the marketing or franchising policies of the manufacturing company.

_____ 5. We do not wish to sell to the State. Our objections are: _____

_____ 6. We do not sell the items/services on which Bids are requested.

_____ 7. Other: _____

_____ FIRM NAME

_____ SIGNATURE

_____ We wish to remain on the Bidder's List **for these goods or services.**

_____ We wish to be deleted from the Bidder's List **for these goods or services.**

ATTACHMENT 2

CONTRACT NO.: GSS11618-CRACK_SEALER
TITLE: Crack Sealer
OPENING DATE: August 2, 2011

NON-COLLUSION STATEMENT

This is to certify that the undersigned bidder has neither directly nor indirectly, entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive bidding in connection with this bid submitted this date to the Delaware Department of Transportation.

It is agreed by the undersigned bidder that the signed delivery of this bid represents the bidder's acceptance of the terms and conditions of this Invitation to Bid including all specifications and special provisions.

NOTE: Signature of the authorized representative MUST be of an individual who legally may enter his/her organization into a formal contract with the State of Delaware, Government Support Services.

COMPANY NAME (Check one) Corporation Partnership Individual

NAME OF AUTHORIZED REPRESENTATIVE (Please type or print)

SIGNATURE TITLE

COMPANY ADDRESS

PHONE NUMBER FAX NUMBER

EMAIL ADDRESS

FEDERAL E.I. NUMBER STATE OF DELAWARE LICENSE NUMBER

Table with 3 columns: Women Business Enterprise (WBE), Minority Business Enterprise (MBE), Disadvantaged Business Enterprise (DBE). Each column has Yes/No options to be circled.

[The above table is for information and statistical use only.]

PURCHASE ORDERS SHOULD BE SENT TO: (COMPANY NAME)

ADDRESS

CONTACT

PHONE NUMBER FAX NUMBER

EMAIL ADDRESS

AFFIRMATION: Within the past five years, has your firm, any affiliate, any predecessor company or entity, owner, Director, officer, partner or proprietor been the subject of a Federal, State, Local government suspension or debarment?

YES NO if yes, please explain

THIS PAGE SHALL BE SIGNED, NOTARIZED AND RETURNED FOR YOUR BID TO BE CONSIDERED

SWORN TO AND SUBSCRIBED BEFORE ME this day of 20

Notary Public My commission expires

City of County of State of

GSS11618-CRACK_SEALER

ATTACHMENT 4

BID PAGES

BID PROPOSAL FORMS

CONTRACT

GSS11618-CRACK_SEALER

** ALL COLUMNS MUST BE COMPLETED AS INDICATED **

ITEM NO.	APPROXIMATE QUANTITY	UNIT PRICE (FIGURES)	EXTENDED AMOUNT
1	10	Cracker Sealer	
		\$ _____ UNIT - EACH	

TOTAL BID PRICE \$ _____

AVAILABILITY OF SPARE PARTS AND SERVICE IS A REQUIREMENT FOR CONSIDERATION OF THE BID.
LOCATION OF THE PARTS AND SERVICE FACILITY NEAREST TO THE DOVER, DE FOR THE EQUIPMENT
OFFERED IS: _____

(REQUIRED)

ATTACHMENT 5

OMWBE Certification Application found here:

<http://gss.omb.delaware.gov/omwbe/certify.shtml>

State of Delaware

**Office of Minority and Women Business Enterprise
Certification Information**



Complete application and mail, email or fax to:

Office of Minority and Women Business Enterprise (OMWBE)
100 Enterprise Place, Suite 4 Dover, DE 19904 Telephone: (302) 857-4554 Fax: (302) 677-7086
Email: deomwbe@state.de.us

Web site: <http://gss.omb.delaware.gov/omwbe/index.shtml>

Link to Certification Application: <http://gss.omb.delaware.gov/omwbe/certify.shtml>